

Express Mail No.: EV464273515US

Date of Deposit: July 27, 2005

Attorney Docket No.: 24369-520 DIV



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: Kateman, et al.

SERIAL NUMBER: 10/726,815

EXAMINER: William E. Tapolcai

FILING DATE: December 3, 2003

ART UNIT: 3744

FOR: METHOD FOR PRODUCING AND DISPENSING AN AERATED AND/OR
BLENDED FOOD PRODUCT

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

July 27, 2005
Boston, Massachusetts

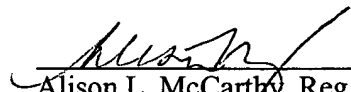
TRANSMITTAL LETTER

Transmitted herewith for filing in the above-referenced patent application are the following documents:

1. Revocation and New Power of Attorney (1 page) and attached Schedule B (1 page);
2. Copy of Assignment from the inventors to Moobella, LLC (6 pages); and
3. Return Postcard.

Although Applicants believe that no fees are due with this submission, the Commissioner is hereby authorized to charge any fees that may be due to Deposit Account No. 50-0311 (Ref. No. 24369-520 DIV). If the enclosed papers are considered incomplete, the Mail Room is respectfully requested to contact the undersigned collect at (617) 542-6000, Boston, Massachusetts.

Respectfully submitted,


Alison L. McCarthy, Reg. No. 51,998
MINTZ, LEVIN, COHN, FERRIS,
GLOVSKY AND POPEO P.C.
One Financial Center
Boston, Massachusetts 02111
Tel: (617) 542-6000
Fax: (617) 542-2241

Customer No. 30623



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: MOOBELLA, LLC.
Patent Nos.: As Listed on attached Schedule A
Patent App. Nos.: As Listed on attached Schedule B

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REVOCATION AND NEW POWER OF ATTORNEY

Sir:

The undersigned, MOOBELLA, LLC, a corporation organized under the laws of Massachusetts, owner of the issued patents identified on attached "Schedule A", and of the patent applications identified on attached "Schedule B", hereby revokes any and all former powers of attorney and appoints attorneys and/or agents associated with Mintz Levin Cohn Ferris Glovsky & Popeo, Customer Number 30623, to prosecute these applications and to transact all business in the Patent and Trademark Office connected therewith.

Please forward all correspondence and telephone calls to:

Alison L. McCarthy
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111
Telephone 617/348-4789
Facsimile 617/542-2241

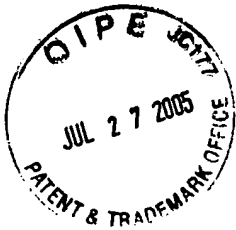
Respectfully submitted,

MOOBELLA, LLC

Date: _____

7/21/05

Name: Edward W. Gerlach
Title: Controller



SCHEDULE B

U.S. Patent Applications Assigned To MOOBELLA, LLC

<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>ASSIGNMENT TO MOOBELLA RECORDED AT:</u>
10/228,439	August 27, 2002	Parent Assignment Reel/Frame: 013745/0638
11/157,463	June 20, 2005	Parent Assignment Reel/Frame: 013745/0638
10/726,815	December 3, 2003	Parent Assignment Reel/Frame: 013125/0252
10/881,684	June 30, 2004	Parent Assignment Reel/Frame: 013125/0252
10/971,796	October 22, 2004	Parent Assignment Reel/Frame: 013125/0252
10/884,683	July 1, 2004	Reel/Frame: 015555/0779 (7/01/2004)



UNITED STATES
PATENT AND
TRADEMARK OFFICE

RECEIVED

DEC 06 2002

CESARI & MCKENNA

17343.0008

17343.0008

DECEMBER 02, 2002

CESARI AND MCKENNA, LLP
JOHN F. MCKENNA
88 BLACK FALCON AVE.
BOSTON, MA 02210



Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

CORRECTED
NOTICE

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

✓ RECORDATION DATE: 07/23/2002

✓ REEL/FRAME: 013125/0252
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

KATEMAN, PAUL

DOC DATE: 07/22/2002

ASSIGNOR:

BRUNNER, CHARLES S.

DOC DATE: 07/19/2002

ASSIGNEE:

MOOBELLA, LLC
250 BELMONT STREET
BROCKTON, MASSACHUSETTS 02301

✓ SERIAL NUMBER: 10160674
PATENT NUMBER:

✓ FILING DATE: 07/31/2002
ISSUE DATE:

MAURICE CARTER, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

JUL 23 2002

RECORDATION FORM COVER SHEET

PA7

07-31-2002

To the Honorable Commissioner of Patents and Trademark
Please record the attached original documents or copies

1. Name of conveying party(ies):

Paul Kateman
Charles S. Brunner



Additional name(s) of conveying

party(ies) attached? Yes ☒ No ☐

102173601

party(ies):

Name: MOOBELLA, LLC

Street Address: 250 Belmont Street

City: Brockton

State: MA Zip: 02301

Additional name(s) & address(es)

Attached? Yes ☒ No ☐

3. Nature of conveyance:

- ☒ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☐ Other

Execution Date: July 22, 2002 and July 19, 2002

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 10/160,674

B. Patent No. (s)

Additional numbers attached? Yes ☒ No ☐

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John F. McKenna

Street Address: Cesari and McKenna, LLP
88 Black Falcon Avenue

City: Boston State: MA Zip: 02210

6. Total number of applications and patents involved:..... 1

7. Total fee (37 CFR 3.41).....\$40.00

☒ Enclosed

☒ Additional fees
Authorized to be charged to deposit
Account

8. Deposit account no. 03-1237 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John F. McKenna, Reg. No. 20,912

July 23, 2002

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

07/30/2002 DBYRNE 00000060 10160674

01 FC:581

40.00 00

ASSIGNMENT

WHEREAS I, Charles S. Brunner, whose residence address is 3 Valley Rd., N. Reading, MA 01864, have made certain new and useful improvements, inventions and discoveries disclosed in an application for United States Letters Patent entitled METHOD AND APPARATUS FOR PRODUCING AND DISPENSING AN AERATED AND/OR BLENDED FOOD PRODUCT, identified by U.S. Application Serial No. 10/160,674 filed on 06/03/02; and

WHEREAS MOOBELLA, LLC, a Limited Liability Company (together with any successors, legal representatives of assign thereof, hereinafter "Assignee") whose address is 250 Belmont Street (Rear), Brockton, MA 02301, wants to acquire the entire , right, title and interest in and to said improvements, inventions and discoveries and the benefits and privileges thereof.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I have, without reservation, sold, assigned, transferred, and conveyed, and do hereby sell, assign, transfer and convey to Assignee the entire right, title, and interest in and to said improvements, inventions and discoveries and said application and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters Patent which may be granted thereon, and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventors certificates, and the like) heretofore or hereafter filed for said improvements, inventions or discoveries in any foreign countries, and all patents, (including all extensions, divisional, renewals, and reissues thereof) granted for said improvements, discoveries and inventions in any foreign countries; and

I HEREBY authorize Assignee to file patent applications in any or all countries, on any or all of said improvements, inventions or discoveries in my name, or in the name of Assignee; or otherwise as Assignee may deem advisable; and

I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States of America, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all Patents for said improvements, discoveries or inventions to Assignee;

AND I HEREBY covenant and warrant that I have good title to, and the good and full right to convey, the entire interest herein without encumbrance, and that I have not executed, and will not execute, any agreement in conflict herewith; and that I have not conveyed to others any right in said improvements, inventions, discoveries, applications, or patents; and have not granted any license to use the same, or granted any right to make, use, or sell anything embodying or utilizing any of said improvements, inventions or discoveries; and

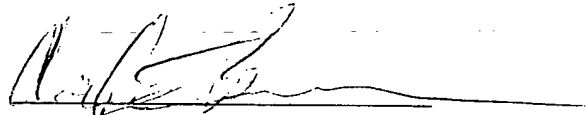
I HEREBY further covenant and agree that I have communicated to Assignee, and will continue to communicate to Assignee, any facts known to me respecting said improvements, discoveries and inventions, and the history thereof; and that I will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and

generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements, discoveries and inventions in all countries; and

I HEREBY bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense (but without additional consideration due to me or due to my heirs), all acts necessary to insure that the said improvements, inventions or discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me or by my heirs, legal representatives, and/or assigns if this assignment had not been made; and

I FINALLY HEREBY bind my heirs, legal representatives and assigns, as well as myself, to furnish Assignee with any and all documents, photographs, models, samples, and any other physical exhibits in my control, or in the control of my heirs, legal representatives or assigns, which Assignee deems may be useful for establishing the facts of my inventions, discoveries, conceptions, disclosures, and reduction to practice of said inventions, discoveries, conceptions and disclosures.

In TESTIMONY WHEREOF, I hereunto set my hand this 22nd day of July, 2002.



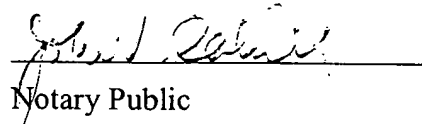
Charles S. Brunner

STATE OF MASSACHUSETTS)

) ss. NORTH Reading

COUNTY OF MIDDLESEX)

On 7/22, 2002, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Charles S. Brunner, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment and acknowledged that he executed the same.


Notary Public

JOHN V. CAHILL
Notary Public
My Comm. Expires Oct. 9, 2003

ASSIGNMENT

WHEREAS I, Paul Kateman, whose residence address is 3 Woodfield Road, Wellesley, MA 02482, , have made certain new and useful improvements, inventions and discoveries disclosed in an application for United States Letters Patent entitled METHOD AND APPARATUS FOR PRODUCING AND DISPENSING AN AERATED AND/OR BLENDED FOOD PRODUCT, identified by U.S. Application Serial No. 10/160,674 filed on 06/03/2002; and

WHEREAS MOOBELLA, LLC, a Limited Liability Company (together with any successors, legal representatives of assign thereof, hereinafter "Assignee") whose address is 250 Belmont Street, Brockton, MA 02301, wants to acquire the entire , right, title and interest in and to said improvements, inventions and discoveries and the benefits and privileges thereof.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I have, without reservation, sold, assigned, transferred, and conveyed, and do hereby sell, assign, transfer and convey to Assignee the entire right, title, and interest in and to said improvements, inventions and discoveries and said application and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters Patent which may be granted thereon, and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventors certificates, and the like) heretofore or hereafter filed for said improvements, inventions or discoveries in any foreign countries, and all patents, (including all extensions, divisional, renewals, and reissues thereof) granted for said improvements, discoveries and inventions in any foreign countries; and

I HEREBY authorize Assignee to file patent applications in any or all countries, on any or all of said improvements, inventions or discoveries in my name, or in the name of Assignee; or otherwise as Assignee may deem advisable; and

I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States of America, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all Patents for said improvements, discoveries or inventions to Assignee;

AND I HEREBY covenant and warrant that I have good title to, and the good and full right to convey, the entire interest herein without encumbrance, and that I have not executed, and will not execute, any agreement in conflict herewith; and that I have not conveyed to others any right in said improvements, inventions, discoveries, applications, or patents; and have not granted any license to use the same, or granted any right to make, use, or sell anything embodying or utilizing any of said improvements, inventions or discoveries; and

I HEREBY further covenant and agree that I have communicated to Assignee, and will continue to communicate to Assignee, any facts known to me respecting said improvements, discoveries and inventions, and the history thereof; and that I will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and

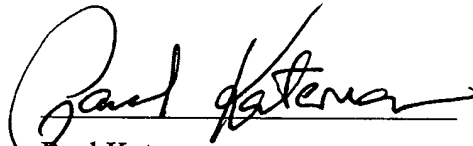
generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements, discoveries and inventions in all countries; and

I HEREBY bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense (but without additional consideration due to me or due to my heirs), all acts necessary to insure that the said improvements, inventions or discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me or by my heirs, legal representatives, and/or assigns if this assignment had not been made; and

I FINALLY HEREBY bind my heirs, legal representatives and assigns, as well as myself, to furnish Assignee with any and all documents, photographs, models, samples, and any other physical exhibits in my control, or in the control of my heirs, legal representatives or assigns, which Assignee deems may be useful for establishing the facts of my inventions, discoveries, conceptions, disclosures, and reduction to practice of said inventions, discoveries, conceptions and disclosures.

This Assignment shall not be construed to transfer any rights in excess of those agreed to be assigned to Moobella in my Amended and Restated Employment Agreement dated July 1, 2002, and specifically shall not be construed as assigning any rights outside the "Field of Interest" as defined in paragraph 8(d) of that Agreement.

In TESTIMONY WHEREOF, I hereunto set my hand this 19th day of July, 2002.

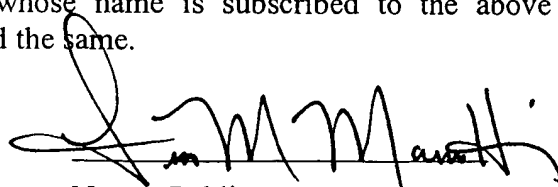

Paul Kateman

STATE OF MASSACHUSETTS)

COUNTY OF Norfolk)

ss. Wellesley

On July 19, 2002, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Paul Kateman, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment and acknowledged that he executed the same.


Notary Public

MY COMMISSION EXPIRES
FEBRUARY 26, 2004